

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 49	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0136		3. Effective Date 2003DEC05		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHEA LINDA E. WILLIAMS (586)574-8116 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WILLIALI@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE		ADP PT HQ0337	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 7W356				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D100NFBV 00126FZEGS20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: System Acquisition Contracts Service Contracts		FMS REQUIREMENT	
15G. Total Amount Of Contract						\$8,427,671.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	33
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	48
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	20				
X	G	Contract Administration Data	23		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	24		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC05	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 2 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX (a) Contract Number W56HZV-04-C-0136 is awarded to General Dynamics Land Systems Inc. (b) This contract is exclusively for acquisition of Lond Lead Material (LLM) on a COST REIMBURSEABLE NO FEE BASIS to support 125 M1A1 Hardware Kits. (c) The termination liability schedule for LLM is set forth in Section "H", see Provision H.17.4 (d) It is anticipated that the cost for the LLM will be converted into the Firm Fixed price CLINs when the final hardware kit price is negotiated.	FEB/2002
		[End of Clause]	
A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
		(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.	
		(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.	
		(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.	
		(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.	
		(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil	
		(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com	
		[End of Clause]	
A-3	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
		TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.	
		[End of Clause]	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 49
	PIIN/SIIN W56HZV-04-C-0136	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>PARAGRAPH</u>	<u>TITLE</u>
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B.1	ESTIMATED COST
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B.2	CONTRACT COST
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*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECURITY CLASS: Unclassified				
0001AA	<div>EGYPT INC 9 LLM FOR M1A1 KITS</div> <div>NOUN: LONG LEAD INC 9 HARDWARE PRON: J54BVV0147 PRON AMD: 01 ACRN: AA AMS CD: NfV001 FMS CASE IDENTIFIER: EG-B-NfV</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 001030-JUN-2004</div> <div>\$8,427,671.00</div>		LO		\$8,427,671.00

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 49
	PIIN/SIIN W56HZV-04-C-0136	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION B

SUPPLIES/SERVICES AND PRICES

B.1. ESTIMATED COST

B.1.1. The estimated cost for the performance of work under this contract is as follows. This shall constitute the estimated cost as referenced in the Contract clause FAR 52.232-22, LIMITATION OF FUNDS.

CLIN	DESCRIPTION	ESTIMATED COST
0001	Long Lead Material(LLM) Increment IX	\$8,427,671.00

B.1.2 The estimated cost identified above may be revised by the issuance of a contract modification in accordance with Clause H.17.4

B.2. CONTRACT COST

B.2.1.The items in this Contract are not subject to Federal Excise Tax, and the Contract cost does not include any amount for such tax.

B.2.2 Notwithstanding any other clause of this contract, any direct or indirect costs of sales commissions or fees for contractor (or subcontractor) sales representatives involved in foreign Military Sales shall be considered unallowable items of cost under this contract.

B.2.3 The cost of direct labor support incidental to the acquisition of LLM procured under this contract are allowable direct charges under this contract.

B.2.4 This LLM contract does not include costs for First Article Testing.

*** END OF NARRATIVE B 002 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

DESCRIPTIONS/SPECIFICATIONS

Paragraph No.	TITLE
C.1	CONFORMANCE WITH SPECIFICATIONS, DRAWINGS, AND REQUIREMENTS
C.2	PULL TEST, RUBBER BONDING
C.3	PHOSPHATE COATING
C.4	WELDING AND BRAZING
C.5	USE OF SHOP DRAWINGS
C.6	PASSIVATION SPECIFICATION
C.7	ZINC COATING
C.8	CORRECTION OF NO-FIT CONDITIONS
C.9	PAINT REQUIREMENT
C.10	ARMOR TEST SECTIONS
C.11	COMMON SEP/M1A2 AND M1A1 CHANGES

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 7 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION C - DESCRIPTION/SPECIFICATION OF WORK STATEMENT

C.1. CONFORMANCE WITH SPECIFICATIONS, DRAWINGS, AND REQUIREMENTS

C.1.1. The Contractor is authorized to acquire the Long Lead Material Hardware necessary to support production of the 125 each M1A1 Abrams Tanks referred to as Increment IX of the Egyptian Co-Production Program, and as funded by CLIN 0001AA.

C.1.2 The Contractor is authorized to acquire the raw stocks, materials, purchased parts, subassemblies, and components for Increment IX identified in Attachment 1 entitled Long Lead Materials List, and any required long lead material for those ECPs/BOM changes which are shown at Exhibit A.

C.1.3 Pending release of the new Increment 9 ERR and BOM, Long Lead Material for the Egyptian Co-Production Hardware M1A1 Increment IX configuration and Armor Test Sections shall be in accordance with ERR GDLU-2117 date 2 Feb 1999, plus changes shown at Exhibit A.

C.1.4 Hardware Contract Fabrication Conformance : The supplies required herein shall conform in all respects to the specifications, drawings, and requirements recited or referred to, which are in the possession of the contractor and which are incorporated herein and made a part of this contract by reference. Reference to the Technical Data Package (TDP) under this contract is intended as reference to documentation required to manufacture and test M1A1 vehicles. This documentation includes the Prime Item Fabrication Specifications, Quality Assurance Inspection Equipment (QAIE), Quality Assurance Requirements (QARS), Special Tool and Test Equipment, and Packaging Data Sheets.

C.1.5. Engineering changes requiring Contracting Officer approval shall be prepared and DD Form 1693 data submitted utilizing DD Forms 1692 and 1695 (excluding life cycle costs). Requests for waiver or deviation shall be prepared and submitted utilizing DD Form 1694. No request for major waivers and deviations or Class I engineering changes will become effective until contractual authorization is received from the ACO, and subject to the Availability of Funds. Minor waivers and deviations or Class II engineering changes will become effective upon approval of the ACO, or the authorized representative thereof.

C.1.6 It shall be the responsibility of the Contractor to furnish the requisite drawings, specifications, and pertinent information to its subcontractors.

C.1.7 No exterior safety, instructional markings, hull/turret registration, or five point stars shall be placed on the hull/turret.

C.2. PULL TEST, RUBBER BONDING

Certain installation drawings call out a pull test on rubber bonded items during assembly operations. These tests will not be made due to the destructive nature of the test. In lieu thereof, a laboratory test coupon/specimen will be utilized for each lot of adhesive received to test the application of the adhesive.

C.3. PHOSPHATE COATING

Approval of phosphate-coated components as specified in Specifications TT-C-490, Type I DOD-P-16232, Type M and Z, shall be based upon tests performed on sample parts or panels only in lieu of Government pre-production approval of proposed phosphate coating procedures.

C.4. WELDING AND BRAZING

C.4.1. Welding of armor steel will be performed in accordance with Specification SD-X12140 or MIL-STD-1941 and applicable weld procedures. Suggested welding techniques not described as mandatory in the specification/welding procedures shall be considered optional.

C.4.2. Repair of welds for defects on armor steel plate will be performed per SD-X12140 and for Class C defects on armor castings per Appendix B of MIL-A-11356, SD-X12140 and applicable welding procedures.

C.4.3. Repair of vendor weldments on ferrous and non-ferrous metals will be performed per applicable specifications or Contractor approved repair procedures.

C.4.4. Welding procedures shall be approved by the Contractor.

C.4.5. Welding Wrought Aluminum Armor will be performed per Specification MIL-STD-1946, SD-X12146, or where applicable MIL-W-45206.

C.4.6. With regard to welding specifications the following statement applies:
If joint configuration, weld process, or materials have not changed then previously submitted and accepted ballistic test samples, workmanship specimens, and welder qualifications under the applicable qualification requirements of welding specifications SD-X12140,

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0136 MOD/AMD</p>	<p style="text-align: center;">Page 8 of 49</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

MIL-STD-1261, SD-X12141, SD-X12142, SD-X-1243, SD-X-12145, SD-X12146, MIL-W-45205, and MIL-W-45206 are applicable.

- C.4.7 Soldering shall be in accordance with either MIL-STD-2000A, TACOM Soldering Process Specification 11655194, ANSI/J-STD-001A or other commercial soldering standards with contractors approval.
- C.4.8. In the interest of eliminating redundant welding specifications and/or procedure approvals for contractor personnel of suppliers, the contractor is authorized to waive qualifications and/or procedures approvals otherwise required under this contract if its personnel or suppliers are qualified or have procedure approvals under other DOD or Government approved welding specifications that meet or exceed the requirements under this contract.
- C.4.9. The contractor shall be responsible for all welding process approvals (procedures, samples, etc) in accordance with the contractor's approved Quality Program.

C.5. USE OF SHOP DRAWINGS

- C.5.1. The parties recognize that the use of shop or in-process drawings is necessary to accommodate the contractor's manufacturing process.
- C.5.2. The contractor may, therefore use shop or in-process drawings currently in use in the LATP fabrication area (Plant #1) for the fabrication, inspection and disposition of individual armor plate parts prior to the subassembly manufacturing operations. The shop or in-process drawings are a permissible supplement, but not a substitute for detailed ordnance drawings required for inclusion in a competitive technical data package. Any shop or in-process drawing so used during the contractor's manufacturing processes shall be made available for review at LATP by Government personnel.

C.6. PASSIVATION SPECIFICATION

- C.6.1. The substitution of Passivation Specification ASTM-A380 ASTM-A967, or AMS-QQ-P-35 for MIL-STD-QQ-P-35 for passivation of corrosion resistant steel, is authorized.

C.7. ZINC COATING

- C.7.1 Zinc plated fasteners will be used in the assembly of the vehicle subject to the following:
- C.7.1.1 Zinc plated fasteners are not allowed in electrical connections, including electrical grounding of components, or where they will be in direct contact with aluminum structures, boxes and brackets. They are allowable, however , if steel inserts are used in that application. When using Zinc Plated fasteners, the fastening torque applied shall be 20% greater than that of past Cadmium plated fastener equivalents.

C.8. CORRECTION OF NO-FIT CONDITIONS

- C.8.1. The parties hereto agree that with respect to the dimensional no-fit conditions encountered as a result of tolerance stack-up, and/or interference while conforming to the tolerances of the drawing, the contractor shall modify hardware while maintaining performance characteristics to the extent required to overcome such no-fit conditions at no additional cost to the Government. If further adjustments or fit corrections are not required in order to maintain performance characteristics, but the Government requires further adjustments or different fit corrections, then it shall be ordered by the Contracting Officer pursuant to the Changes Article (FAR 52.243-01).

C.9. PAINT REQUIREMENT

- C.9.1. Hull fabrication hardware and turret parts will have preservative on all drilled and tapped holes only. Component parts shall be the color being utilized on current M1A2 Abrams Tank Production Programs.

C.10 ARMOR TEST SECTIONS

The intended Increment IX Armor Test Section requirements are:

- C.10.1. Left front Armor Test Section (12474305)- 1 each.
- C.10.2 Right front Armor Test Section (12474306)- 1 each.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 9 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

C.10.3 The test sections will be selected from the production line at random by the Government. They will be selected in partial form and will be prepared by the contractor for ballistic evaluation, simulating their on-vehicle design as much as possible. In preparing the test sections for evaluation, the contractor will utilize materials of the type (i.e. manufacturer) and thickness employed on the production vehicles kits.

C.11 COMMON CHANGES. The Contractor may incorporate common M1A2 , SEP and U.S. M1A1 changes, which have no cost or performance impact, into the Egyptian M1A1 TDP without Contracting Officer Approval. Prior to DD250, the Contractor shall provide written notification to the Egypt CMO (Mr. Greg Pasikowski) of all changes made pursuant to this paragraph.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 49
	PIIN/SIIN W56HZV-04-C-0136	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION D - PACKAGING AND MARKING

SECTION D

PACKAGING AND MARKING

<u>Paragraph Number</u>	<u>Title</u>
D.1.	PRESERVATION AND PACKAGING
D.2.	ARMOR TEST SECTIONS
D.3.	SPECIAL CONTAINERS
D.4.	SHIP TO INSTRUCTIONS
D.5.	MARKING
D.6.	LOADING

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 11 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

*** END OF NARRATIVE D 002 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

SECTION D
PACKAGING AND MARKING

D.1. PRESERVATION AND PACKING

D.1.1. Preservation, packaging and packing of hardware, shall be in accordance with the appropriate packaging data sheets.

D.2. Armor Test Sections

D.2.1. The preservation, packaging and packing shall be in accordance with the best commercial practice to assure safe arrival at the destination point without damage. Security measures delineated in the M1 Security Classification Guide will be followed in the packaging, crating and handling of the Armor Test Sections.

D.3. SPECIAL CONTAINERS

D.3.1. No special reusable containers for Government Furnished Material (GFM) will be procured under this contract.

D.4. SHIP TO:

D.4.1. Contractor to contact ACO for shipping instructions prior to shipment.

D.5. MARKING

D.5.1. The tank hardware shall be marked in accordance with MIL-STD-129 except Bar Code Markings are not required.

D.5.2. On two opposite sides of the containers stencil or label the following address:

A. R. E.
MILITARY FACTORY 200
ABU-ZABAAL
H.Q.9 MAHMOUD
CAIRO, EGYPT
MARK FOR: NFV

D.5.3. On two sides opposite of address stencil or label the following symbol:
Red hexagon with "HF 200" stenciled in black with the size of the stencil relative to the size/shape of the package.

D.6. LOADING

D.6.1. Hull Structure Kits and Hull Noses. The contractor is responsible for loading assembly sets Hull Structure Kits and Hull Noses into the sea-land vans furnished by the Egyptian Governments Freight Forwarder in accordance with the best commercial practice to assure safe arrival at the destination point without damage. All shipment classification will be annotated on the DD250 and the Notice of Availability (NOA) as to the shipment being Classified or Non-Classified.

D.6.2. Turret Structures. The Turret Structure shall be loaded in accordance with Manufacturing Operation Sheet 5500310-E4PK. The

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 12 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

Turret Structure will be transported by truck to the point of departure by the Egyptian Freight Forwarder. LATP will lift the turret onto a flat bed trailer. The contractor (GDLS) is responsible for loading assembly sets into the sea-land vans furnished by the Government in accordance with the best commercial practice to assure the safe arrival at the destination point without damage.

*** END OF NARRATIVE D 001 ***

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E

INSPECTION AND ACCEPTANCE

<u>Paragraph No.</u>	<u>Title</u>
E.1.	INCORPORATED CLAUSES
E.2	QUALITY STANDARDS
E.3	INSPECTION POINT: ORIGIN
E.4.	ACCEPTANCE POINT: ORIGIN
E.5.	INSPECTION RECORDS
E.6	BALLISTIC TESTING
E.7.	DRAWINGS FOR INSPECTION
E.8.	SELECTION OF SAMPLES
E.9	EXAMINATION AND TESTS
E.10.	QUALITY PROGRAM
E.11.	COMPONENT FIRST ARTICLE TEST (FAT)
E.12.	CONTRACTOR RESPONSIBILITY THROUGH FINAL ACCEPTANCE
E.13	CALIBRATION SYSTEM REQUIREMENTS
E.14.	CORRECTIVE ACTION SYSTEM
E.15.	RESPONSIBILITY FOR INSPECTION

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 14 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

*** END OF NARRATIVE E 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below.

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

[End of Clause]

E-3	52.211-4069 (TACOM)	WELDING INSPECTION REQUIREMENTS	MAR/2001
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(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

- (1) current or previous certification as an AWS Certified Welding Inspector; or
- (2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials
Warren, MI 48397-5000

[End of Clause]

E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [] ISO 9001
- [] ISO 9002
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] ANSI/ASQ Q9002
- [] Other, specifically _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-5 52.246-4028 INSPECTION POINT: ORIGIN
(TACOM)

FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-6 52.246-4029 ACCEPTANCE POINT: ORIGIN
(TACOM)

OCT/2002

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E.1. Quality Standards

The Contractor shall implement the quality standards in place at his manufacturing site at the time of the execution of this contract, to include elimination of unnecessary initial calibration on perishable MTE (Measurement and Test Equipment). This clause will eliminate the initial calibration on approximately 50 types of MTE or approximately 4000 items currently issued or stored.

The Following listed items are to be considered non-calibratable:

MDCP	MDCP SUBJECT
12	Parallel, Type 4 Adjustable
34	Combination Center Head
35	Combination Protractor
36	Combination Blade
37	Combination Square Head
45	Mouse/Scribe
58	Protractor Type 1
59	Protractor Type 2 & 3
66	Hole Gage
72	Surface Gage- Universal (Holder)
74	Telescoping Gages

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 49
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

76	Thermometer (Glass)
77	Feeler Gage
79	Tooling Rods and Accessories
94	Radius, Gages
101	Stop Watch - Cole- Palmer
102	Stop Watch - Cronus
109	Rule
110	Tape Measure
111	Undercut Gage
116	Reference Block (Visual)
119	Weld Joint Gage G935
170	Weld Joint Gage G598
171	Angle Finder/level/inclin.
176	Indicator Magnetic Base
180	Thread Pitch Gages, Metric
181	Thread Pitch Gages, Inch
182	Meter, PH
200	Gap Gage GG802
202	Gap Gage GG803
203	Gap Gage GG804
204	Weld Joint Gage G958
	205 Gap Gage GG802
	206 Weld Joint Gage G955
	223 Weld Joint (skewed)
	225 Filet Gage Set
	226 Gage Block Accessories
	253 Tape, Pole
	254 Radius Gage
	256 Magnetic Field Strength Indicator
	260 Weld Inspection
	278 Viscometer
	291 Weld Gage Master, Skewed
	307 Stop Watch, Cronus 3-ST
308	Weld Inspection Aid G935
324	Gap Gage GG1011
	357 Radius Gage
	360 Weld Inspection Kit
	857 Square Double
	862 Combination Square, Set

The listed items are currently considered ICO; however, they will now be considered as calibratable.

MDCP	MDCP Subject
	30 Height Gage, Vernier
	144 Roughness Comparison Standard
	155 Roughness Comparison Standard

The listed items are currently ICO; however, they will be removed from the MDCP listing because they are: a) mislabeled-subject, b) for a configuration no longer produced, c) excessed, no longer required.

MDCP	MDCP Subject
44	CWS Manual Force Gage Holder
179	Ammo Door Switch Tester
198	Step Wedge, X-Ray
235	Test Weight, Mag. Particle
277	Muzzle Crosshair Assembly
263	Hardness Tester, Equo Tip
334	Refrigeration Unit

E.3. INSPECTION POINT: ORIGIN

E.3.1. Procurement Quality Assurance Inspection as to conformity of supplies with the applicable drawings and specifications and inspection of the supplies for conformity with the applicable preservation, packaging, packing and marking requirements shall be made at the following location:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0136 MOD/AMD</p>	<p style="text-align: center;">Page 17 of 49</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

a. The inspection points for all CLINs/ELINs shall be either Lima Army Tank Plant (LATP) or GD Imperial Valley and AirPack as noted in E.4.1.a, E.4.1.b and E.4.1.c.

E.3.2 Acceptance of assembly sets shall take place prior to loading in sea/land vans.

E.4. ACCEPTANCE POINT: ORIGIN

E.4.1. Final inspection/acceptance of supplies and services by the Government for conformity with the applicable preservation, packaging, packing and marking requirements shall be at the address shown in E.4.1.a, E.4.1.b and E.4.1.c.

- | | |
|---|---|
| <p>a. Lima Army Tank Plant
1155 Buckeye Road
Lima, OH 45804</p> <p>b. General Dynamics Land Systems
Imperial Valley Operations
450 West Aten Road
Imperial, CA 92251</p> <p>c. Airpack, Inc
7513 Connelly Drive, Ste. A
Hanover, MD 21076</p> | <p>by: DCMO-Balimore
200 Towsontown BLV
West Towson, MD 21204</p> |
|---|---|

E.5. INSPECTION RECORDS

E.5.1. Inspection records (hard copy, computer/electronic data or microfilmed in accordance with FAR 4.706) of the examinations and tests performed by the contractor shall be kept complete and available to the Government for a period of four years following delivery of each increment.

E.5.2. Inspection records shall be delivered for each structure in accordance with "Contractor's Format".

E.6 BALLISTIC TESTING

E.6.1 Ballistic test requirements set forth in MIL-A-12560, MIL-A-41600, MIL-A-46177, and the Tech Data Package (TDP) shall apply to this contract.

E.6.2 Test Plates and all data required by the applicable specification shall be forwarded to:

Commander, Aberdeen Proving Grounds
Building 358
ATTN: Gary Rowe
Aberdeen Proving Grounds, MD 21005

E.7. DRAWINGS FOR INSPECTION

The contractor shall make available to the Government Inspector at the time of product inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated herein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the contractor.

E.8. SELECTION OF SAMPLES

Selection of samples for all functional tests will be accomplished by or under the direction of the Government.

E.9 EXAMINATION AND TESTS

E.9.1. The contractor shall notify the cognizant Government Quality Assurance Representative of any examinations and tests conducted for the Abrams Series Tank Production Program, at all contractor locations, when such examinations and tests are not part of the contractor's manufacturing processes and procedures derived from the TDP and utilized in the in-process fabrication operations for the Abrams Series Tank. These examinations and tests include corrective action activities associated with recognized Quality Assurance problems, and non-routine and unique examinations and tests not normally part of the General Dynamics Quality Program. The contractor shall provide notice of the time, place, and date of such examinations and tests. Verbal notice will be acceptable.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 18 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

E.10. QUALITY PROGRAM

E.10.1. The Contractor shall provide and maintain a Quality Program acceptable to the Government for supplies and services covered under this contract. The Quality Program will be equivalent to ISO/ANSI series standards. Cadillac Gage and Allied Signal shall also have Quality Programs in accordance with ISO/ANSI standards.

E.10.2. All other subcontractors, vendors and suppliers will meet the applicable quality requirements as specified by FAR 46.204 and the supplements thereto.

E.10.3 The Quality Program will be on the agenda of the periodic Abrams Program Reviews.

E.11. COMPONENT FIRST ARTICLE TEST (FAT)

E.11.1. First Article Approval is defined as approval by the Contractor of a test report which addresses all of the requirements of the TDP for the component tested. The contractor shall deliver information test reports in accordance with the Contractors format.

E.11.3. SELECTION OF TEST ITEMS

E.11.3.1 Selection of units to be tested shall be accomplished by the Contractor. All First Article Test samples must be manufactured at the facility in which that item to be produced under this contract and be representative of the production contract.

E.11.4. TEST MONITORING

E.11.4.1. First Article Tests may be monitored by the Government at their discretion. The contractor will provide to the Government Quality Assurance Representative (DCMDE-GQJB), at the time of placement, but NLT 5 working days prior to test commencement, a copy of the contract, purchase order, or inter-company document which requires such tests to be performed. The document shall identify the test facility for vendor supplied components to be tested by the contractor.

E.11.7. EFFECT OF A CHANGE ON AN APPROVED ITEM.

E.11.7.1 If at any time after the Contractor has approved an item which requires First Article Test Approval under this contract, the contractor, subcontractor or a vendor changes either the design, the manufacturing or assembly process, the manufacturing or assembly location, or the source of supply, the contractor shall determine at no additional cost to the Government, First Article Test Requirements in accordance with the applicable specification or QAR and obtain First Article Approval prior to the parts being offered for acceptance.

E.12 CONTRACTOR RESPONSIBILITY THROUGH TANK ACCEPTANCE

E.12.1 The Government reserves the right to review certifications, inspection records, kit component drawings, and any documentation to insure compliance with contract requirements as stated in C.1.

E.12.2 The Contractor shall investigate, provide failure analysis and propose corrective action to all Receiving Discrepancy Reports (RDRs) and Quality Material Reports (QMRs) generated against kit components and supplies produced under this contract. The Contractor shall provide a response of the investigation, probably cause, and proposed corrective action to the Coproduction Management Office (CMO).

E.12.3. Review of all investigation findings between the CMO and Contractor will determine the course of action or replacement of the suspect hardware.

E.12.4 Any costs for the Contractors performance of failure analysis itself shall be charged to STS Contract DAAE07-01-C-N075.

E.12.5 The above paragraph does not include nonconformance caused by Government supplied parts or integration-related defects caused by GFM, hardware and nonconformance caused by ETP manufacturing processes.

E.12.6 This clause applies up to the time of Egyptian Armament Authority Certificate of Conformance Vehicle Acceptance at the ETP in accordance with the most current GDLS Final Inspection Record (FIR).

E.13. CALIBRATION SYSTEM REQUIREMENTS

E.13.1. The contractor shall establish and maintain its calibration system.

E.14. CORRECTIVE ACTION SYSTEM

E.14.1. The contractor shall maintain the current Corrective Action System.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 19 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

E.15. RESPONSIBILITY FOR INSPECTION

E.15.1. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this contract conform to the drawings, specifications, and contract requirements listed herein.

*** END OF NARRATIVE E 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 20 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION F - DELIVERIES OR PERFORMANCE

SECTION F

DELIVERIES AND PERFORMANCE

F.1. PRODUCTION DELIVERY SCHEDULE

The Contractor shall procure necessary Long Lead Material to meet the mutually agreed to Egyptian Co-Production Increment XI Hardware shipping schedule start date of February 2005.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 49
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

*** END OF NARRATIVE F 001 ***

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 22 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 23 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/					JOB		
LINE	AMS CD/	OBLG			ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	J54BVV0147	AA	1	9711 X8242EG01X6D1000NFV 00126FZEGS20113	4L5JCQ	W56HZV \$	8,427,671.00
	NFV001						
						TOTAL	\$ 8,427,671.00
SERVICE					ACCOUNTING		OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>	
Army	AA		9711 X8242EG01X6D1000NFV 00126FZEGS20113		W56HZV	\$ 8,427,671.00	
						TOTAL	\$ 8,427,671.00

G.1. REMITTANCE ADDRESS

G.1.1. The following remittance address is established for all monies due under this agreement to be paid by check:

General Dynamics Land Systems, Inc.
Department D-952
P.O. Bo 361377
Columbus, OH 43236-1377

G.2.2. Pursuant to FAR 52.233-33, "Payment by Electronic Funds Transfer-- Central Contractor Registration " Electronic Fund Transfers are feasible under this contract utilizing the contractor furnished data on SF 3881, "Payment Information Form.

Electronic Payments:
General Dynamics Land System Inc
First Chicago
One National Plaza
Chicago, IL 60670
Routing Trans No. 0710000013
Depositor Account NO. 52-15153

G.3 BILLING/PAYMENT OFFICES

G.3.1. The DFAS Columbus Center, address in G.2.2.1. below, is the Billing office for all billings submitted under this contract EXCEPT for billings to CLINS requiring Administrative Contracting Officer Approval. The billing office for the those payments is DCMC-GD-LIMA.

G.3.2 The Government Payment Office for all monies under this contract is as follows:

G.3.2.1. Invoice/Correspondence Mailing Address (Includes U.S. Express Mail)

DOCUMENT CAPTURE CENTER
DFAS-CO-JNF/NEW DOMINION
3990 East Broad Street
Bulding 21
Columbus, OH 43219

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 24 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS
SECTION H SPECIAL PROVISIONS

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>
H.1.	SUBCONTRACTING PLAN FOR SUBCONTRACT AWARD TO SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS
H.2.	GOVERNMENT PLANT FACILITIES
H.3.	ADDITIONAL TAXES
H.4.	FACILITIES FUNDING
H.5.	RELATED CONTRACTS
H.6.	GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
H.7.	OSHA AND EPA LAWS AND REGULATIONS
H.8.	SALES TO OTHER GOVERNMENT CONTRACTORS
H.9.	NO COST INCORPORATION OF ECPs, WAIVERS AND DEVIATIONS
H.10	OBSOLESCENCE REDUCTION FOR ENGINEERING CHANGE PROPOSALS
H.11	COMMINGLING OF MATERIAL
H.12	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT
H.13	LIMITATION OF LIABILITY - MAJOR ITEMS (SUBCONTRACTORS)
H.14	PLANT EMPLOYEE LAYOFF NOTIFICATION
H.15	SUSTAINING SUPPORT
H.16	REPRESENTATION OF LONG LEADTIME MATERIALS ADEQUACY
H.17	CONTRACT FUNDING SCHEDULE/TERMINATION LIABILITY
H.18	TRANSFER OF COSTS
H.19	FORMER GFM LRUs/NEW UPGRADED ARMOR/CITV
H.20	RESTRICTED ITEMS LIST

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 25 of 49
	PIIN/SIIN W56HZV-04-C-0136MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

*** END OF NARRATIVE H 001 ***

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-10	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-11	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
H-14	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$8,427,671.00 dollars.			

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$8,427,671.00 dollars as detailed in Clause H.17.4 "Termination Liability Schedule".

(End of clause)

H-18	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
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a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of EGYPT, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

H-19	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
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(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 26 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
 - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-20 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-21 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 27 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-22 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-23 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 28 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1. SUBCONTRACTING PLAN FOR SUBCONTRACT AWARDS TO SMALL BUSINESS AND SMALL

DISADVANTAGED BUSINESS CONCERNS

In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the clause hereof entitled, "Utilization of Small Business and Small Disadvantaged Business Concerns", to the maximum practicable extent consistent with efficient contract performance. The Contractor's Subcontracting Plan ,approved 03 December 03 is incorporated into this contract by reference.

H.2. GOVERNMENT PLANT FACILITIES

H.2.1. The Government will provide rent-free use of the Lima Army Tank Plant (LATP) throughout this contract's period of performance.

H.3. ADDITIONAL TAXES

H.3.1 Pursuant to FAR 52.229-4, the contract prices as stated herein specifically exclude Allen County Manufacturing Inventory Tax and Allen County Personal Property Tax on production of inventories held at Lima Army Tank Plant, (LATP), Lima, Ohio.

H.3.2. The Contractor agrees to abide by the applicable provisions of the INTRASERVICE SUPPORT AGREEMENT, W31G1Y-95244-138 SPECIAL PROVISIONS ABRAMS PROJECT MANAGER, AND GDLS letter MPA96-0559 dated 28 February 1996 incorporated in the current Abrams corporate BOA by reference.

H.4. FACILITIES FUNDING

H.4.1. The price of this contract is based on the contractor utilizing Government-owned Production and Research Property accountable under various other contracts. Within the period of performance of this contract the Contractor is authorized use hereunder on a rent-free basis property accountable under the following Contracts.

LATP Facility Contract

Muskegon/Scranton/Sterling Heights Facility Contract

** The authorization above is subject to non-interference use by the Contractor on any U.S. Government Contract.

H.4.2. It is understood and agreed that the price(s) set forth herein is also based on the Government continuing to provide sufficient facilities funding and authority to enable the contractor to maintain a production capacity adequate to produce the M1A1 Series Tank Hardware Kits and other contract deliverables as required by this contract, at a reasonable level of efficiency, through its normal repair, replacement and rehabilitation program(s). It is also further agreed that the normal repair, replacement and rehabilitation program may result in updated and more efficient methods and processes and that this has been contemplated in pricing of the contract efforts, and constitutes complete satisfaction of the Facilities Equipment Modernization Clause contained in the applicable Facility Contract. In the event that modernization projects, as distinguished from normal repair, replacement and rehabilitation program, are implemented so as to achieve improved and more efficient production result than contemplated in the pricing of this contract performance, the Contract price will be equitably adjusted to credit the Government for the resulting savings.

H.4.3. If the Government does not provide facilities funding sufficient to maintain adequate production capacity, as stated above, it is foreseeable that the Contractor's production effectiveness may be adversely affected, then the contract prices will be equitably adjusted to offset any adverse impact.

H.5 RELATED CONTRACTS

It is understood by the parties that contractual undertakings presently specified in Contract DAAE07-00-E-0001 (Multi-Use/Multi-Site Agreement will be applicable to this contract. The MUMs Agreement will cover all GDLS contractor owned facilities and any work effort requiring Industrial Plant Equipment (IPE) an Other Plant Equipment (OP) at locations. The locations are Sterling Heights,MI; Scranton,PA; Muskegon,MI; and any other GDLS plants used for vehicle/components production. The Lima Army Tank Plant (LATP) Facilities contract DAAE07-90-E-A001, or its successor contracts, will be continued during the period of performance of this contract.

H.6. GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

The award hereunder is based on the contractor and its subcontractors and vendors, for the period of performance of this contract, obtaining authority for rent-free noninterference use of Government Production and Research Property accountable under the following

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0136 MOD/AMD</p>	<p style="text-align: center;">Page 29 of 49</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

contracts. If any Government Property becomes unavailable for use by the contractor because of interference with another Government Program or otherwise, the provisions of FAR 52.245-2 (Government Property) (Alternate I) shall apply to the contracts listed:

DAAE07-82-E-0005 Cad Gage/Textron
DAAE07-90-E-A001 LATP
DAAE07-00-E-0001 GDLS

H.7. OSHA AND EPA LAWS AND REGULATIONS

Contract prices do not include any contingent costs for corrections to Government Production and Research Property, not for related costs and penalties that may be incurred as a consequence of such property not being in compliance with OSHA and EPA regulatory requirements. If the noncompliance of any Government Production and Research Property with OSHA or EPA requirements causes and increase in the cost of, or the time required for the performance under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, provided however, there shall be no adjustment for violations as a consequence of new Special Tooling and Special Test Equipment acquired nor for modification to existing Special Tooling and Special Test Equipment accomplished during performance of this contract. Notwithstanding this clause or pending negotiation of any equitable adjustment required under this clause, the contractor is required to comply with all OSHA and EPA requirements. The contractor will provide the Government with written notice 30 days prior to incurring any cost required to comply with such requirements. In the event any standard is added, altered, modified, extended, delayed, postponed or otherwise changed subsequent to the date of definitization, the contract shall be equitably adjusted for costs associated with mandatory changes or other such changes the Government elects to implement.

H.8. SALES TO OTHER GOVERNMENT CONTRACTORS

H.8.1. The contractor agrees that it shall sell to the Government and other Government contractors (at any tier) for delivery during the term of this contract on a non-interference basis such parts and/or components of the Abrams M1A1 Tank that it manufactures as requested by the Procuring Contracting Officer, on fair and reasonable terms.

H.8.2. The contractor agrees to use its best efforts to encourage its major subcontractors (items over \$100) as are requested by the PCO to agree to sell or perform for the Government or its other contractors any supplies or processes (including computer software) made or furnished by the subcontractor under this contract or any follow-on production contract on fair and reasonable terms.

H.9. NO-COST INCORPORATION OF ECP'S, WAIVERS AND DEVIATIONS

H.9.1 Those approved Engineering Changes (exclusive of VECs) applicable to supplies to be delivered under this contract for which the estimate provided by the contractor or the final negotiated amount, if applicable, reflects a total of +/- \$5,000 shall be incorporated at no cost to either party. In addition, those approved major waivers and deviations applicable to supplies to be delivered under this contract for which the estimate provided by the contractor or the final negotiated amount, if applicable, reflects a reduction in work performed to produce waiver or deviation material or reduction in value to the Government of \$5,000 or less shall be incorporated at no cost to either party. The contractor shall provide data and analysis satisfactory to the PCO demonstrating the reduction in work performed and/or reduction in value to the Government at the time the waivers and deviations are submitted for approval. Failure by the contractor to provide adequate evidence supporting its no-cost analysis for waivers and deviations shall be cause for disapproval of these requests. All contractor estimates shall be subject to validation by the PCO before a no-cost agreement is implemented. After the validation, the PCO has the right to incorporate the engineering change, waiver or deviation by means of a unilateral modification to the contract.

H.10. OBSOLESCENCE REDUCTION FOR ENGINEERING CHANGE PROPOSALS

H.10.1. The contractor shall ensure, prior to the production incorporation of an approved Class I ECP, that all stock of the superseded parts affected by the ECP shall be fully exhausted and no obsolescence associated with the change shall be charged to the Government.

H.10.2. This provision does not apply to those ECPs which are directed by the Contracting Officer for immediate production incorporation or for incorporation prior to consumption of all stock.

H.11 COMMINGLING OF MATERIAL

H.11.1 The contractor and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the contractor and its subcontractors under this contract with material inventory from all past and current M1 production contracts. Accordingly, use of the commingled material in all common usage areas under this or other contracts is hereby authorized, provided the material is new and meets current requirements for the supplies to be delivered under this contract and provided such material is issued for use on a first-in, first-out inventory basis to the maximum extent practicable. For the purpose of this provision, the same part manufactured to different revision levels may be commingled, except where parts are specifically designated as obsolete by TDP revision.

H.12. SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 30 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

H.12.1. Special Tooling and Special Test Equipment utilized under this contract shall be accountable under Abrams Corporate Basic Ordering Agreeent (BOA) DAAE07-01-G-N001 upon completion that contract.

H.13 LIMITATION OF LIABILITY - MAJOR ITEMS (SUBCONTRACTORS)

H.13.1 In accordance with the Limitation of Liability Provision - High Value Items, Clause 52.246-24, the contractor is authorized to flow down this same clause to the following major subcontractors on fixed price type subcontracts:

- Cadillac Gage - Gun Turret Drive and Stabilization System
- Allied Signal - NBC System.

H.14 PLANT EMPLOYEE LAYOFF NOTIFICATION

a. The purpose of this clause is to set forth the requirements for notification of contractor employee layoffs at Government-Owned, Contractor Operated (GOCO) plants and plants operated under a Facility Contract.

b. These requirements are applicable when it is determined by the operating contractor that the circumstances require either the layoff of 50 or more contractor employees or 10 percent of the contractor's workforce. These procedures do not apply to:

1. Furloughs or temporary layoffs (i.e., those which are expected to last for no more than sixty (60) calendar days).
2. "Seasonal" layoffs consistent with the conditions of employment and identified to employees at the time of employment.
3. Layoffs of personnel whose duties are not in direct support of the basic GOCO or Facility Contract. (i.e., employees performing under "Third Party Contracts").
4. Plants with fewer than 50 contractor employees.

c. The contractor must notify the Procuring and Administrative Contracting Officers (PCO and ACO) at least 10 days before it gives notice to its employees of any plant closing or covered reduction in workforce.

d. The notification to the PCO and ACO will be in writing and include the following information:

1. Name and location of the affected plant(s).
2. Name and address of contractor resource management representative.
3. Number of hourly personnel affected and date of proposed notification/separation.
4. Number of salary personnel affected and date of proposed notification/separation.
5. A statement which specifically identified the reason for the layoff.
6. The estimated sum of the annual wages of the affected employees.
7. Number of contractor employees prior to layoff.
8. A draft of any proposed press and public announcement (or a statement that no announcement is contemplated), indicating who will receive the announcement and the exact time and date the information will be released.

H.15. SUSTAINING SUPPORT

The parties agree that the price(s) of this contract are based on the continued availability of contract efforts under a Systems Technical Support (STS) contract for maintenance of the Egypt M1A1 Technical Data Package. Should an STS contract not be in place the price and schedule of this contract shall be equitably adjusted.

H.16 REPRESENTATION OF LONG LEADTIME MATERIALS ADEQUACY

H.16.1 The Contractor by execution of and performance of this contract represents that the Long Lead Materials it acquires under CLIN 0001AA of this Contract are both necessary and adequate to meet the planned Tank delivery for the Egyptian Co-Production Program as set forth in Section F.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 31 of 49
---------------------------	--	----------------------

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

H.16.2 The Contractor shall notify the Procuring Contracting Officer in writing within five days of the Contractors knowledge of any Long Lead Materials delivery schedule which will not support the planned Tank delivery schedule set forth in Section F. Such notification shall include the Contractor's actions to remedy the deficiency, including actions utilizing this Contract's DPAS priority rating, and his recommended corrective action.

H.17 CONTRACT FUNDING SCHEDULE AND TERMINATION OF LIABILITY

H.17.1 Funds in the amount set forth below are presently available to enable acquisition of all long-lead items consisting of Raw Materials, Purchased Parts, Assemblies, Subassemblies, Accessories, Components and associated labor required to manufacture and deliver the planned quantity of Abrams Series Hardware Kits for Increment IX of the Egyptian Co-Production, in accordance with the planned Tank Kit delivery schedule set forth in Section F.

H.17.2 These amounts are estimated by the parties hereto to be sufficient to enable the Contractor and its subcontractors to initiate the acquisition and manufacturing of said Long Lead Material Items listed in Attachment 1.

H.17.3 The Governments total liability under CLIN 0001 of this contract, including actions under the Termination Clause, shall be expressly limited to the amount of actual funding obligated on the contract. The Government shall not be required to reimburse the contractor for costs incurred in excess of such amount and the contractor shall not be required to continue performance under the contract or otherwise incur costs in excess of amounts obligated on the contract.

H.17.4 The termination of liability funding schedule for CLIN 0001, LLM for 125 Increment 9 M1A1 Abrams Tank Hardware Kits, for this contract is as follows:

<u>MONTH/YEAR</u>	<u>AMOUNT</u>	<u>CUMULATIVE TOTAL</u>
December 2003	\$48,682.20	\$48,682.20
January 2004	\$266,774.00	\$315,456.20
February 2004	\$931,117.59	\$1,246,573.79
March 2004	\$735,480.41	\$1,982,054.20
April 2004	\$1,715,234.06	\$3,697,288.26
May 2004	\$2,347,295.15	\$6,044,583.41
June 2004	\$2,383,087.88	\$8,427,671.29

H.17.5 ADDITIONAL LONG LEAD MATERIAL ITEMS

The parties hereto recognize and agree that the long lead material items listed in Attachment 1 are the only material items that the contractor presently authorized acquire under CLIN 0001AA in order to be able to meet the contemplated delivery schedule for the planned contract award for Increment 9 Egyptian M1A1 Abrams Tank Coproduction. It is also recognized that authorization to acquire additional long lead materials items may be required from time to time during the period of this contract. Consequently, at the time the contractor has identified a requirement for additional long lead materials items not listed in the referenced Attachment 1 he shall submit to the Procuring Contracting Officer (PCO) a written request with supporting data on the requirement to acquire the item. If the parties agree on the need to acquire the item, such item shall be acquired under the contract by supplemental agreement, and the Contract Funding and Termination Liability provision shall be amended accordingly.

H.17.6. In the event the Government terminates this effort, the termination of liability amount of which the Government will be liable for is the total amount through the month that the termination is made, regardless of the amount funded or billed, in no event shall the Government be liable for more than the CLIN amount set forth in provision H.17.4.

H.18 TRANSFER OF COSTS

H.18.1 It is agreed that when the award for Increment IX M1A1 Hardware Tank Kits is made, paragraph H.17 shall be superseded in its entirety by said award and corresponding paragraphs thereto. The parties agree that upon execution of the tank contract or execution of a contract modification expanding the scope of this contract to include the 125 complete tank hardware kits, the contractor shall waive and release the Government from any separate cost reimbursement for the long lead material acquired. The amount of all prior payment for such material shall be applied towards the total price of the complete 125 tank hardware kits, and funding of the contract instrument used will be adjusted accordingly based on mutual agreement of the parties.

H.19 RESTRICTED ITEMS:

The contractor shall not purchase material related to items listed below until the final workshare/material transfer content is approved and written direction is received from the CMO and authorized by the PCO.

- a. Commanders Alert Panel
- b. Drivers Alert Panel

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 32 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

*** END OF NARRATIVE H 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 33 of 49
	PIIN/SIIN W56HZV-04-C-0136	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-24	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-31	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-41	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-20	LIMITATION OF COST	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	FEB/2002

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 34 of 49
	PIIN/SIIN W56HZV-04-C-0136MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-58	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-59	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-60	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-65	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-66	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-72	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-73	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-74	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-76	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-77	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-78	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-79	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-80	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-81	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-82	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-83	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-84	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-85	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-86	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-87	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-88	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-89	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-90	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-91	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-94	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 35 of 49
---------------------------	--	----------------------

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 36 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding -1- dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is -2- dollars.

(End of clause)

I-96 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-97 52.225-8 DUTY-FREE ENTRY FEB/2000

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 37 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation ``UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.'';

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

[End of Clause]

I-98 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (ALTERNATE I, JAN/1997
dated June 1989)

(a) Definitions.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 38 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

Made, when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 5018a9 of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 532) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: -1-.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within six months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within eight months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within one year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extensions of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0136 MOD/AMD</p>	<p style="text-align: center;">Page 39 of 49</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferrable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: THIS INVENTION WAS MADE WITH GOVERNMENT SUPPORT UNDER (identify the contract) AWARDED BY (identify the Federal agency). THE GOVERNMENT HAS CERTAIN RIGHTS IN THIS INVENTION.

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within six months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 40 of 49
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patents rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) and (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any such invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include this clause (52.227-11 of the Federal Acquisition Regulation (FAR)), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0136 MOD/AMD</p>	<p style="text-align: center;">Page 41 of 49</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensee;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until three years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

- (i) Any such inventions are subject inventions;
- (ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and
- (iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of a unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or five percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;
- (ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;
- (iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or
- (iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(6) above.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

I-99

52.223-3

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.
(If none, insert None)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-100

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 43 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-101 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

- (a) Definitions. As used in this clause--
- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-102 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 44 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

[End of Clause]

I-103 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-104 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) JUN/1997

(a) The Contractor shall comply with all--

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 45 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

(End of clause)

I-105 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-106 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 46 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 47 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-107	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 48 of 49
	PIIN/SIIN W56HZV-04-C-0136	MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION J - LIST OF ATTACHMENTS

Section J LIST OF ATTACHMENTS

Attachment 1 EGYPTIAN INCREMENT 9 LONG LEAD MATERIAL ITEMS DTD 12--2-03

EXHIBIT A CONFIGURATION ADDENDUM

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0136 MOD/AMD	Page 49 of 49
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.		

*** END OF NARRATIVE J 001 ***
EXHIBIT A

CONFIGURATION ADDENDUM

1. FORMER GFM LINE REPLACEABLE UNITS (LRUs): The Contractor shall provide the following LRUs which in previous Increments were provided by the USG.
- | | |
|---|-----------|
| 1. Computer Electronics Unit | (CEU) |
| 2. Computer Control Panel | (CCP) |
| 3. Redesigned Turret Networks Box | (RTNB) |
| 4. Redesigned Hull Network Box | (RHNB) |
| 5. Upgraded Tank Commander's Panel | (UTCP) |
| 6. Driver's Vision Enhancement AN/VAS-5 | (DVE) |
| 7. Embedded Diagnostics | (ED) |
| 8. Line of Sight Electronics Unit | (LOS EU)* |
| 9. Vehicular Intercom System AN/VIC -3 | (VIS) * |
2. UPGRADED ARMOR: It is intended that the Contractor shall provide upgraded turret side armor on Incremet IX (9) turret kits. Said Upgraded Armor willbe incorporated into the contract via pending ECP NO. TBD, with a negotiated adjustment to the LLM amount made if applicable.
3. GPS, WITH 2NDGEN FLIR: The GPS/2ndGEN FLIR system to be incorporated into Increment 9 tank kits is yet to be finalized. An appropriate adjustment to this LLM Contract will be made when the GPS/FLIR system is selected.
4. DAP/CAP/ WIRING HARNESS: Work Content relative to the DAP/CAP/ Wiring Harness is intended for transfer to Egypt sources. The contract will be adjusted accordingly once plans are finalized.
5. * LOS EU/VIS: Are intended for Increment 9 but not included in the termjnation liablity schedule.
6. ECPS: In addition to the items noted above, and in augmentation of ERR GDLU 2117, the following ECPS are applicable to the Increment IX tank configuration:

*** END OF NARRATIVE J 002 ***